

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Daniel J. Edelman, Inc.

2. Registration Number

3634

3. Primary Address of Registrant

111 North Canal Street, Suite 1100, Chicago, IL 60606

4. Name of Foreign Principal

CDPQ U.S. Inc.

5. Address of Foreign Principal1211 Avenue of the Americas, 30th Floor, Suite 3001
New York, NY 10036**6. Country/Region Represented**

CANADA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

CDPQ is an institutional investor that manages the funds of 46 depositor groups, including public and parapublic pension plans and insurance programs.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: Designated pension fund for the Quebec Government created by Quebec law. Certain CDPQ board members are appointed by the Quebec government.

Item 10(b) Directed: Certain CDPQ board members are appointed by the Quebec government.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

CDPQ is a public-sector entity with the mandate to manage funds for private- and public-sector depositors, which include public-sector pension and insurance plans and some government entities. CDPQ U.S. is part of CDPQ, a corporation with both independent (2/3) and government-appointed (1/3) members of the Board of Directors.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/16/2022Raquel daFonseca/s/Raquel daFonseca

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.

2. Registration Number
3634

3. Name of Foreign Principal
CDPQ U.S. Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/07/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

CDPQ retains the professional services of Edelman for the purposes of a communications program, including media relations and social media.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The professional services include strategic counsel, planning, media relations, social media/thought leadership development, digital and event support.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Promote investment in CDPQ to private sector audiences in the U.S.
Activities include media relations and digital-social media, and event support.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/16/2022

Raquel daFonseca

/s/Raquel daFonseca



PROFESSIONAL SERVICES AGREEMENT

BETWEEN:

CDPQ U.S. INC., a company incorporated under the laws of Delaware, having its principal place of business at 1211 Avenue of the Americas, 30th floor, suite 3001, New York, New York 10036.

(hereinafter, "**CDPQ**")

AND:

DANIEL J. EDELMAN, INC. a corporation under the laws of the State of Delaware having its principal place of business at 250 Hudson Street, New York, New York 10013.

(hereinafter, the "**Corporation**")

1. SERVICES

- 1.1** CDPQ hereby retains the professional services of the Corporation, which agrees to render the services, for the purposes of a communications program, as described in Schedule A attached hereto (the "**Services**"). The parties undertake to comply with this agreement (the "**Agreement**"), including the attached schedules. If CDPQ expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the fees and out-of-pocket expenses (if any) described in Schedule A will be either amended or a new statement of work ("SOW") to be subject to the terms and conditions in this Agreement will be executed by the parties, as appropriate.
- 1.2** The Corporation undertakes to carry out the Services in full compliance with the written guidance that may be suggested from time to time by Maxime Chagnon, Head of Global Media Relations or by any other person subsequently designated by that person (the "**CDPQ Interlocutory**").
- 1.3** The Corporation undertakes to carry out the Services in Schedule A through the team indicated in Schedule A hereto (the "**Team**"). If CDPQ is of the opinion that it is not in CDPQ's best interests that a Team member identified in Schedule A continue to perform the Services, CDPQ will send the Corporation a written notice to that effect. The Corporation shall be responsible for resolving the situation and taking the steps, which CDPQ and the Corporation consider appropriate (including the possibility of replacement of the Team member who is the subject of the notice), within a reasonable time to be agreed upon by CDPQ and the Corporation in order to minimize the impact on the performance of the Services. The Corporation shall pay all expenses related to such situation. In the event of any replacement of a Team member in Schedule A, for any reason whatsoever,

including resignation or termination of a Team member, Corporation shall use reasonable efforts to have a profile at least equivalent to the replaced Team member.

- 1.4 The Corporation shall use commercially reasonable efforts to ensure that the Team will be available during the Term (as defined below).
- 1.5 To the extent that the Team is present and performing Services on CDPQ's premises, the Corporation and the Team are subject to the written rules, policies and guidelines (including access and the use of computer systems and facilities of CDPQ) provided by CDPQ to Corporation in force from time to time within CDPQ to conduct safe, orderly and efficient operations of CDPQ. The Corporation shall ensure that the Team respects such regulations, policies and guidelines. To the extent that the Team is present and performing Services on CDPQ's premises the Team is subject to all written rules of security that may be imposed from time to time by CDPQ that are made known to Corporation.
- 1.6 All the Services and deliverables created by Corporation described in Schedule A (the "**Deliverables**") shall be subject to CDPQ's approval. CDPQ shall be entitled to ask the Corporation to make any changes (a "**Change Request**") to Deliverables that do not comply with the requirements of CDPQ. The Corporation undertakes to make all the changes within the delays specified in a Change Request.
- 1.7 The Services provided by the Corporation to CDPQ are as an independent contractor and not as an agent. The Corporation acknowledges that, unless as otherwise approved by CDPQ in writing, it cannot enter into any agreement or contract any obligations on behalf of CDPQ or of a CDPQ's affiliate or bind them in any manner whatsoever. The Corporation has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by the Corporation or the Team under this Agreement.

2. TERM

- 2.1 The Agreement shall begin on March 7th, 2022 (the "**Effective Date**") and terminate on September 9th, 2022 (the "**Term**"), subject to the provisions relating to termination set forth in Section 9 hereof.
- 2.2 In the event that the parties determine that the project for which the Corporation provides Services requires an extension of the envisaged duration, the parties have the option, to extend the term set out in Section 2.1 for an additional period of six (6) months or less (the "**Additional Term**") by mutual written agreement. For clarity, the Term includes any Additional Term, if applicable.

3. FEES

- 3.1 CDPQ agrees to pay the Corporation, in consideration for the Services performed by the Corporation to CDPQ described in Schedule A, professional fees calculated in compliance with the hourly rates or fees described in Schedule A, up to a maximum of three hundred and fifteen thousand dollars (\$315 000.00) (the

"Fees"). If, for any reason whatsoever, the Corporation expects that the number of hours required to complete such Services exceeds the Fees stipulated therein, the Corporation undertakes to obtain the prior written approval of CDPQ (e-mail approval deemed acceptable) by promptly providing CDPQ with a written notice which includes an estimate of the additional efforts necessary to complete such Services, it being understood that CDPQ shall not approve any amounts in excess of the Fees if there has been no material change regarding such Services.

- 3.2 Upon presentation of supporting documents, CDPQ shall reimburse the Corporation reasonable expenses incurred by the Corporation to perform the Services and that have been previously approved in writing by the CDPQ Interlocutory in accordance with the written policies in effect at CDPQ (the "Expenses"). E-mail approval shall be deemed acceptable. CDPQ shall pay a ten percent (10%) service charge on all such Expenses that are third-party vendor expenses incurred and paid by Corporation. For the sake of clarity, such Expenses that are third-party vendor expenses can be incurred by Corporation only after CDPQ's written preapproval. CDPQ may avoid the service charge by paying vendors directly. For any individual Expense from a third-party vendor equal to or greater than US\$5,000, CDPQ shall be required to prepay Corporation or directly pay vendors. In the event that CDPQ requires a Team member to travel in order to provide the Services, CDPQ will arrange all flight (economy class) and hotel bookings. CDPQ will pay to the Corporation (a) up to a maximum of one hundred Canadian dollars (100\$) per day of work performed during the trip by a Team member to cover all meal expenses (including tips), and (b) up to a maximum of one hundred Canadian dollars (100\$) per trip for cab fares to and from the airport (collectively, the "Travel Expenses"). Such Travel Expenses are not subject to the 10% service charge. For the purposes of the Agreement, a "trip" refers to a Team member's round-trip travel to a destination specified in writing by CDPQ from the Corporation's offices for the purposes of the Services. Travel Expenses constitute Expenses hereunder.
- 3.3 CDPQ shall pay Corporation a monthly charge equal to five percent (5%) of Corporation's monthly fees, for certain expenses incurred by Corporation in order to provide the Services, which include, but are not limited to, utilization of certain research and media databases, and/or certain technological tools and services. Notwithstanding any provision to the contrary contained herein, Corporation shall not provide CDPQ with an accounting or detail for such charges.
- 3.4 The Fees and Expenses shall be payable following the performance of the Services within thirty (30) days following CDPQ's receipt of an approved invoice containing, among other things, a brief description of the Services performed by the Corporation, the Deliverables delivered as well as the time spent by the Corporation (if applicable) in performing the Services during the period covered by the invoice, provided that the Services and the Deliverables have been performed in accordance with the terms hereof. To the extent that CDPQ disputes any invoice, CDPQ must provide Corporation written notice of such dispute within forty-five (45) days of the invoice date, or CDPQ shall waive any claim with respect to such invoice.

- 3.5** The Corporation and each Team member are responsible for all tax consequences (including interest and penalties, if applicable) resulting from procuring the Services. Corporation may charge and invoice CDPQ, and CDPQ shall pay, any applicable transaction taxes, including, without limitation, sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority, as a result of Corporation's performance of the Services regardless of when payment for Services was made, unless CDPQ provides Corporation with a valid exemption certificate or other valid documentation that Corporation is not required to collect such transaction taxes or CDPQ can demonstrate that it has already paid such transaction taxes to the applicable government or taxation authority. Within a reasonable timeframe set forth in writing, each party shall provide and make available to the other party any documentation related to applicable transaction taxes reasonably requested by the other party, including resale certificates, direct pay permits, or treaty certifications. CDPQ shall not be responsible for any taxes based solely on Corporation's or each Team member's income.
- 3.6** Any withholding tax or other tax of any kind that CDPQ is required by applicable law to withhold and pay on behalf of the Corporation with respect to amounts payable to the Corporation under this Agreement shall be deducted from such amounts prior to remittance to the Corporation.

4. INTELLECTUAL PROPERTY

- 4.1** Effective upon payment in full of all undisputed amounts due and owing Corporation with respect to the Services, the Corporation hereby assigns and transfers to CDPQ all rights of ownership, including copyright pertaining to any document, of any information, document, data, code, file, application, platform, infrastructure or material, of any nature whatsoever and without restriction, whether it be in written, magnetic or electronic form, created and prepared by the Corporation, its officers, directors, employees, or the Team (collectively, the "**Corporation Representatives**") relating to the Services (collectively, the "**Materials**"). For clarity, the Deliverables constitute Materials.
- 4.2** The Corporation waives and shall cause the Corporation Representatives or any of its subcontractors selected and engaged by Corporation who create Materials to waive all its intellectual property rights in Materials, including rights to invoke any moral rights whatsoever with respect to the Materials.
- 4.3** The Corporation agrees to defend, indemnify and hold CDPQ harmless from any and all Claims that a third party may make alleging that Corporation's proprietary materials incorporated in Materials or Deliverables infringe such third party's intellectual property rights. The Corporation also undertakes to obtain any agreement necessary to give full effect to this Section 4 from the Corporation Representatives or any subcontractors selected and engaged by Corporation who create Materials under this Agreement.
- 4.4** The Corporation represents and warrants that, except to the extent based on information, statements or materials provided by CDPQ or which CDPQ directed Corporation to use, it possesses (a) all its intellectual property rights in Materials,

and (b) the rights required that allow it to assign its rights in Materials in favour of CDPQ in accordance with the Agreement.

- 4.5 Notwithstanding anything to the contrary herein, CDPQ shall have no ownership interest in, and Materials shall not include (i) third party materials, (ii) materials prepared by Corporation prior to or outside the scope of this Agreement; and (iii) materials Corporation considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Corporation submits to CDPQ that CDPQ does not engage Corporation to implement. Unless specifically provided for in Schedule A or a SOW and paid for by CDPQ, Corporation does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of CDPQ.

5. CONFIDENTIALITY AND ETHICS

- 5.1 All information, documents and data disclosed or made available, by any means whatsoever, including verbally or electronically, to the Corporation or the Corporation Representatives by CDPQ, its affiliates, their officers, directors, employees, representatives, advisers, clients, depositors, suppliers or agents (collectively, the “**CDPQ Representatives**”), of which the Corporation or the Corporation Representatives will receive knowledge of or which are contained in materials prepared, created, stored or otherwise processed by the Corporation or the Corporation Representatives, shall remain strictly confidential (the “**Information**”), except where CDPQ instructs otherwise in writing or as determined at Section 5.6 or 5.7. The Corporation acknowledges and accepts that the Information is and remains the property of the CDPQ. For clarity, the terms and conditions of the Agreement constitute Information hereunder. The Corporation and the Corporation Representatives shall not, without the prior written consent of CDPQ, disclose the Information in any manner whatsoever, in whole or in part, or use it, directly or indirectly, for any purpose whatsoever at any time other than for the purpose of the Agreement.
- 5.2 In the event that the Corporation or a Corporation Representative is provided personal information or has access to personal information by or on behalf of CDPQ in connection with the Services (“**CDPQ PI**”), the Corporation undertakes to comply, and to ensure that the Corporation Representatives comply, with all applicable laws respecting the protection of personal information.
- 5.3 The Corporation agrees not to use the name or logo of CDPQ or of a CDPQ affiliate (collectively, the “**CDPQ Names**”) in its publicity or list of customers, or in any medium whatsoever, except as contemplated in the scope of Services, unless otherwise approved by CDPQ as provided for herein. In the event that the Corporation wishes to make such use of CDPQ Names, it shall obtain CDPQ’s prior written approval relating to such use and, where appropriate, the text in which CDPQ Names are to be used. CDPQ may, at its sole discretion, accept or refuse to give its approval.
- 5.4 The Corporation undertakes to comply, and to ensure that the Team complies with the written *Code of Ethics and Professional Conduct for Officers and Employees*

(the "Code") and the written *Policy for Prevention of Sexual Harassment* (the "Policy" »), both in effect at CDPQ, as amended from time to time and provided to Corporation, in as much as the Code and Policy provisions may reasonably apply *mutatis mutandis* to Corporation.

- 5.5 Without limiting the generality of the foregoing, the Corporation undertakes in performing the Services to ensure that itself and the Corporation Representatives do not disclose or use the Information or the CDPQ Names in a manner that damages or could damage, directly or indirectly, the reputation or interests of CDPQ.
- 5.6 Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; or (iv) are authorized for release by the disclosing party.
- 5.7 To the extent that the Corporation or the Corporation Representatives are legally compelled (by questions, interrogations, motions, subpoena, inquiries or other legal means) to disclose the Information, the Corporation undertakes to notify, to the extent that such notification is legally permitted, CDPQ promptly so that CDPQ may take the measures that it deems appropriate and necessary to prevent such a disclosure. In the event that no such measures are taken in a timely manner or no remedy is obtained (or prior notice is not practical or prohibited by applicable law), or that CDPQ waives compliance with the provisions of this Agreement, the Corporation agrees to disclose, and the Corporation Representatives shall disclose, only the portion of the Information that its legal counsel has reasonably identified as being legally required.
- 5.8 CDPQ shall treat as confidential all information provided by Corporation under the same terms and conditions Corporation is held regarding Information, and the rights and responsibilities set forth in this Section 5 shall be handled in the same manner for Corporation as required for CDPQ.

6. DATA PROTECTION

- 6.1 The Corporation acknowledges that CDPQ retains ownership and control over all Information and can access it promptly upon written request. Nothing in the Agreement or any other contract shall be construed as an assignment of securities, rights or interests of the Information or of the control thereof.
- 6.2 The Corporation agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy to the extent technically and administratively feasible the Information in accordance with the Agreement, only for the purpose of performing the Services and according to the written instructions of CDPQ. The Corporation will not distribute, sell, grant license rights, rent, transfer or disclose the Information

for its benefit or for the benefit of a party other than CDPQ, without the prior written consent of CDPQ.

- 6.3** The Corporation agrees to implement and adopt a comprehensive written data security program, which shall include reasonable, appropriate and adequate physical, technical and organizational security measures, including designed security measures as provided in Schedule B, to ensure confidentiality of the Information collected, used, communicated, preserved or destroyed, including, without limitation, taking security measures designed to prevent unauthorized or attempted access, unauthorized disclosure (accidental or not), loss (accidental or not), destruction (accidental or not), deterioration or modification (accidental or not) (each, a “**Security Incident**”). The Corporation agrees to promptly respond to any request from CDPQ to assess the Corporation’s compliance to its obligations regarding the protection of the Information, including any security analysis reasonably requested in connection with the Information. “Security Incident” will not include unsuccessful attempts or activities that do not compromise the security of Information or ability to deliver the contracted goods or services to CDPQ, including unsuccessful log-in attempts, pings, port scans, minimally disruptive denial of service attacks, and other network attacks on firewalls or networked systems.
- 6.4** In the event of an actual or suspected likely Security Incident, the Corporation agrees to (a) notify CDPQ immediately, within a period not exceeding 48 hours, by an email bearing the mentions “top priority” and “immediate follow-up” sent to the CDPQ Interlocutory and to protectionRP@cdpq.com, (b) promptly investigate the Security Incident, (c) as soon as possible after it has occurred, provide the CDPQ with a summary of information about the Security Incident, take all necessary measures to remedy the Security Incident promptly and take reasonable measures to minimize any future potential damage to CDPQ; and (d) follow any instruction of CDPQ, notably as regards to the remedial measures resulting from the Security Incident or the safeguard measures that are to be implemented to prevent any further disclosure.
- 6.5** The Corporation agrees to ensure that only authorized personnel of the Corporation who need to access and to use the Information for performing the Services, have access to the Information and to have in place enforceable obligations and/or obtain from such authorized personnel a confidentiality agreement containing confidentiality and other reasonably appropriate clauses pertaining to the protection of the Information that protect the Information in a substantially similar manner to those set forth in the present Agreement.
- 6.6** The Corporation agrees to obtain prior written approval from CDPQ before giving access to the Information to its subcontractors selected and engaged by Corporation and shall ensure that such subcontractors sign confidentiality agreements with substantially similar obligations at least as stringent as the those set forth in the present Agreement. CDPQ agrees Corporation’s current subcontractors do not require prior written approval.

- 6.7** In the event of failure by the Corporation or the Corporation Representatives to materially comply with CDPQ's written policies, directives and Code or with any security or confidentiality provisions in this Agreement or provided to Corporation and agreed by Corporation in relation to the Information (collectively the "**Default**"), the Corporation will reimburse CDPQ all reasonable out of pocket costs to the extent arising from the Default. These fees may also include reasonable legal fees and forensic expert fees in the event of Information exfiltration. The Corporation agrees to indemnify CDPQ for any Claims or direct damages to the extent arising from a Default.
- 6.8** CDPQ shall: i) process and instruct Corporation in the processing of Information in accordance with applicable data protection laws and its policies; ii) notify Corporation if it believes that Corporation is processing Information in a manner inconsistent with its instructions or data protection law; and iii) reasonably cooperate with Corporation in its efforts designed to assist CDPQ and Corporation in processing Information in compliance with data protection law. and to otherwise comply with the terms of this Agreement.

7. INDEMNIFICATION AND REPRESENTATIONS

- 7.1** The Corporation agrees to ensure that the Corporation Representatives and any subcontractors selected and engaged by Corporation comply with the applicable terms hereof and it expressly agrees that it will be responsible in the event of a failure to comply with the applicable provisions hereof by the Corporation Representatives or any such subcontractors in performance of the Services.
- 7.2** The parties acknowledge and accept that, should the other party breach their undertakings set forth in Section 4, 5 or 6 herein, damages may be caused which may not be adequately compensated and that, accordingly, the party may apply for injunctive relief to prevent the other party from breaching such Sections of the Agreement.
- 7.3** The Corporation represents and warrants that it holds and will maintain at its own expense during the Term relevant insurance coverages pertaining to the Agreement, including without limitation professional liability, material and general liability insurance to cover the financial losses that may result from faults committed by an employee or a third party as well as for any bodily or, material loss and loss of use of property. The Corporation also agrees to provide CDPQ, upon request, with copies of any relevant documentation relating to insurance.
- 7.4** The Corporation represents and warrants that the Team has the skills and expertise necessary for the performance of the Services and that the Services will be rendered in a professional, competent manner and in accordance with generally accepted practices for similar services.

- 7.5 The Corporation represents and warrants that itself and the Team are not the subject of, and that it has no reason to believe that itself or the Team could be the subject of, an investigation or proceeding of penal or criminal nature or any nature whatsoever involving in particular, and without limiting the generality of the foregoing, fraud, economic crime, corruption, breach of trust, forgery, hacking or any similar offence or criminal act which could affect or be related, directly or indirectly, to the Agreement, CDPQ or any of its affiliates (an “Event”) or liable to affect the bond of trust between CDPQ or any of its affiliates and the Corporation. The Corporation undertakes to sign all declarations confirming the absence of Events at CDPQ’s request. The Corporation undertakes to notify CDPQ, in writing and without delay, of any and all facts rendering or susceptible of rendering inexact or incomplete the representations provided by the Corporation under this Section. In the event that the Corporation fails to provide such notice, CDPQ may terminate the Agreement in accordance with Section 8.2 hereof.
- 7.6 The Corporation represents and warrants that itself, and to the best of its knowledge, the Team and the Corporation Representatives, are not in a Conflict of Interest by providing the Services, nor by Corporation entering into the Agreement. The Corporation undertakes, regarding the provision of the Services, to comply, and that such Corporation Representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, and governmental order. For the purpose of the Agreement, “Conflict of Interest” means any situation that would put into conflict (apparent, real or potential) materially and adversely either the Corporation’s interests or the Team’s personal interests and the interests of the CDPQ. In the event that a Conflict of Interest presents itself, the Corporation shall promptly inform CDPQ who could, at its sole discretion, terminate the Agreement in accordance with Section **Error! Reference source not found.** hereof.
- 7.7 The Corporation shall defend, indemnify and hold CDPQ and CDPQ’s officers, directors and employees harmless from and against any and all third party damages, claims, liabilities, penalties, judgements (including, without limitation, any lawsuit, legal action, demand or proceeding which may be instituted by the Corporation Representatives), expenses and reasonable legal costs (“Claims”) to the extent arising from: i) any injury or damage of any nature whatsoever caused by the negligent acts or omissions or intentional misconduct of the Corporation, the Corporation Representatives, or the Corporation’s subcontractors selected and engaged by the Corporation, in performing the Services, or ii) the Corporation’s material breach of Sections 4, 5 or 6 of the Agreement.
- 7.8 The obligations, undertakings and responsibilities of the parties pursuant to Sections 4, 5, 6, 8, 9, 9, and 112, and any other term that by its terms should survive shall survive the termination or expiration of this Agreement, shall remain in effect notwithstanding any termination or expiration of the Agreement for any reason whatsoever.
- 7.9 CDPQ represents and warrants that: (i) the materials and information it provides to Corporation are accurate and complete and that it is the owner or licensee of all

intellectual property rights sufficient to enable Corporation to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for CDPQ; and (ii) it shall comply with, and be in compliance with, all applicable laws.

- 7.10 CDPQ shall defend, indemnify and hold Corporation and Corporation's officers, directors and employees harmless from and against any and all Claims arising from or relating to: (i) information, statements or materials prepared or provided by CDPQ, that CDPQ directed Corporation to use or that were approved by CDPQ (ii) death or personal injury arising out of, or relating to, CDPQ's acts or omissions or CDPQ's products, services or equipment; and/or (iii) CDPQ's negligence or willful misconduct.
- 7.11 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.
- 7.12 In addition, in matters in which Corporation is not an adverse party, CDPQ shall pay or reimburse Corporation for all reasonable attorneys' fees and expenses Corporation incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which CDPQ is a party, subject or target.
- 7.13 In addition, in matters in which CDPQ is not an adverse party, Corporation shall pay or reimburse CDPQ for all reasonable attorneys' fees and expenses CDPQ incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Corporation is a party, subject or target.

8. TERMINATION

- 8.1 In the event that either party fails to materially comply with any of its respective obligations arising from the Agreement, the non-breaching party shall have the right to send a written notice to the other party to remedy such breach within five (5) business days following receipt of the notice. If the breach is not remedied within the specified time, the non-breaching party may terminate the Agreement upon written notice, without penalty.
- 8.2 CDPQ may, at any time and without penalty, terminate the Agreement upon five (5) days' written notice from CDPQ to the Corporation for cause in the event of a material misrepresentation, the occurrence of an Event, a Conflict of Interest, willful misconduct or gross negligence by the Corporation, in connection with the performance of the Services under the Agreement, if, in the case of a Conflict of

Interest, the parties are unable to resolve such Conflict of Interest within such five (5) day period.

- 8.3** Either party may, at any time and without penalty, terminate the Agreement in whole or in part by giving the other party thirty (30) days written notice. During such period of thirty (30) days, the Corporation and CDPQ shall agree upon the Services to be performed in order to ensure the rapid and orderly termination of the ongoing Services. In the event of any termination hereunder, CDPQ shall be charged for the Services performed by the Corporation up to the termination date. In addition, CDPQ shall also reimburse Corporation for expenses incurred or non-cancellable expenses committed to be incurred through such date. The Corporation shall make every reasonable effort to keep such costs to a minimum during such period.
- 8.4** The Corporation undertakes to return to the extent technically and administratively feasible to CDPQ, upon thirty (30) days written request from CDPQ, any Information that was communicated to the Corporation or the Corporation Representatives, in any form whatsoever or, upon instructions from CDPQ, securely destroy to the extent technically and administratively feasible any copy, extract or summary thereof. Upon a reasonable time and written request of CDPQ, the Corporation shall provide CDPQ with a confirming letter of destruction of the Information, upon destruction. The destruction or return of the Information does not relieve the Corporation of its obligations under the Agreement.

9. NOTICE

- 9.1** If it becomes necessary or useful to give notice hereunder, such notice shall be given by registered or certified mail, delivered by a recognized courier delivery service with proof of receipt, delivered by hand or sent by email. If the notice is sent by registered or certified mail, it shall be deemed to have been received two (2) business days following the date it is mailed. If the notice is delivered by hand, it shall be deemed to have been received the same day. If the notice is delivered by a courier delivery service, it shall be deemed to have been received the day it was delivered. If a notice is sent by email, it shall be deemed to have been received by the recipient at the time it is read by the email system of the recipient if sent before 5:00 p.m. EST a business day otherwise, such notice will be deemed to have been received on the first business day following the day on which it was sent.

- 9.2** Any notice given hereunder shall be delivered or remitted to the following addresses:

9.2.1 For CDPQ:

CDPQ U.S. INC

1211 Avenue of the Americas, 30th floor, suite 3001
New York, New York 10036

Attention: Maxime Chagnon, Head of Global Media Relations
Email: mchagnon@cdpq.com

9.2.2 For the Corporation:

Daniel J. Edelman, Inc.
250 Hudson Street
New York, New York 10013

Attention: Renee Calabro, Head of Capital Markets Communications, New York
Email: renee.calabro@edelman.com

With a copy to:

Office of the General Counsel
Daniel J. Edelman, Inc.
111 N. Canal St., Ste. 1100
Chicago, IL 60606
E-mail: peter.petros@edelman.com

9.2.3 These addresses may be changed from time to time by written notice.

10. ASSIGNMENT

- 10.1** The Corporation shall not assign, sub-contract or transfer, in whole or in part, its rights and obligations hereunder in any manner whatsoever or delegate its responsibilities set forth herein (each, an “**Assignment**”) without the prior written consent of CDPQ. Any attempted assignment that does not comply with the terms of this Section shall be null and void. Notwithstanding the requirements of the preceding, it is understood and agreed that Corporation may subcontract certain ministerial and non-core responsibilities, including by way of example and not limitation, mailing, copying, catering, custodial, and transportation, without the prior written consent of CDPQ.
- 10.2** CDPQ may assign and transfer the Agreement to an affiliate at any time provided that CDPQ provide Corporation written notice of such assignment and that CDPQ’s affiliates agrees in writing to assume performance of these terms and conditions including payment of outstanding Corporation invoices hereunder.

11. MISCELLANEOUS

- 11.1** The Agreement shall be governed by and interpreted in accordance with the laws of New York without giving effect to any choice-of-law provision or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction, and each party submits to the jurisdiction of the federal courts within the City of New York for all purposes relating to the Agreement.
- 11.2** The Agreement shall be binding upon the successors and assignees of each party.
- 11.3** Any amendment to or waiver of any provision hereof shall be set forth in writing and signed by each party.

- 11.4 Schedules A and B (the “Schedules”) and the Code form an integral part hereof. Unless specifically provided otherwise, in the event of inconsistency between the terms of the Schedules, the Agreement shall prevail over its Schedules.
- 11.5 The headings used in the Agreement are for ease of reference only and shall not be used to interpret it.
- 11.6 Each provision of the Agreement is separate and divisible, so that any court decision declaring a provision null and void or invalid shall not affect the validity of the other provisions of the Agreement, which shall continue to have full force and effect.
- 11.7 Unless expressly stipulated herein, the Agreement replaces and cancels any verbal or written agreement entered into between the parties with respect to the Services covered by the Agreement.
- 11.8 The Agreement may be sign in several copies that are all deemed as an original and that constitute, together, the only and same document.
- 11.9 Notwithstanding the date that the Agreement is signed, it shall be deemed to have been signed by the parties on the Effective Date.

12. LIMITATION OF LIABILITY

12.1 EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER IN SECTIONS 4.3, 6.7, 7.7, 7.10, 7.12, AND 7.13, EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THREE TIMES THE AMOUNT OF FEES PAYABLE BY CDPQ TO CORPORATION PURSUANT TO THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER IN SECTIONS 4.3, 6.7, 7.7, 7.10, 7.12, AND 7.13, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have signed the Professional Services Agreement on March 7, 2022.

CDPQ U.S. INC.

Per: 
Maarika Paul
Chairman of the Board

Per: 
Martin Laguerre
Board of Directors

DANIEL J. EDELMAN, INC.

Per: 
Renee Calabro
Executive Vice President

SCHEDULE A**DESCRIPTION OF SERVICES****1. Services**

Building on CDPQ's status as a top investor and world-class steward of capital, the following Services describes how over the initial six-months of partnership Corporation can (i) help CDPQ stand out in the crowded U.S. market, (ii) amplify the ways it is advancing meaningful, sustainable investment across its key asset classes in the region, (iii) leverage CDPQ's existing research and thought leaders both in the media and at key industry events, and (iv) use its social media channels to amplify all earned and owned media.

2. Team

Name	Profile
Renee Calabro	General Manager/MD
Ira Gorsky	Executive Vice President
Jadis Armbruster	Senior Account Supervisor
to be confirmed	Account Executive

3. Deliverables**3.1 Communications Planning**

At the outset of the Corporation's engagement, the Corporation would establish a formal plan that reflects proposed activity for the next six-months. While flexible, this roadmap would help to align on business and communications priorities, spokespeople, media assets, important topics for the firm, potential content themes, and target conferences and media.

3.2 Media Relations & Strategic Communications Counsel

The Team will work closely with CDPQ to develop a media strategy focused on thoughtfully raising awareness and educating select reporters about the firm, CDPQ's investment approach and capabilities, key milestones, and interesting industry perspectives around which the Corporation want to drive awareness.

The Corporation would leverage CDPQ's recent climate strategy announcement and anticipated strategic exit from oil to engage with key media targets that build meaningful relationships benefitting CDPQ over the long term, position CDPQ as the partner of choice when it comes to sustainable investing, disseminate relevant CDPQ research to key audiences, develop strong, relevant content on behalf of practice leads and supporting practice leads' thought leadership through a robust executive visibility program. CDPQ's \$55bn+ technology platform – which is active along the investment continuum, from early stage to public markets – is another important strategic initiative for the group and would benefit from similar initiatives. The Corporation can also mine CDPQ's thought leadership and other content for angles that would be useful for sharing with the press. The Corporation's media relations program would focus on both influential trade press and top tier beat reporters as appropriate.

The Corporation will work with CDPQ's select spokespeople to ensure they are prepared to navigate conversations with the media. Media and message coaching sessions are customized for each executive and include interview preparation tips and realistic interview practice with

former journalists on Corporation's staff. The Corporation will ensure spokespeople are armed with key messages, prepared to answer tough questions, and pivot away from topics if necessary.

3.3 Content Development

The Corporation can partner with CDPQ to establish an editorial framework under which original content will be developed and communicate the new positioning. The content program will feature pieces specifically geared towards CDPQ's different stakeholders, such as existing and future investment partners, employees/recruits, and media.

Ideally, the content takes multiple forms, such as engaging videos and short/long-form written pieces. While the Corporation will be scoped for the development of three op-eds or blog posts per quarter, any additional, such as video and/or creative production, will be scoped separately.

3.4. Social Media Strategy & Support

LinkedIn will be an important channel to help draw attention to CDPQ's new content and encourage users to learn more about CDPQ on the website. The Corporation will partner with CDPQ to further develop CDPQ's active corporate account to promote existing content and thought leadership, as well as support channel development via separate handles for approved senior executives.

At the outset, the Corporation will set clear priorities and identify potential moments for posts in a social media calendar, which will help ease the approval process and show how activity ladders up to a strategic purpose.

3.5 Conference Strategy & Support

To raise awareness of CDPQ's expertise and capabilities, the Corporation will partner with CDPQ to enhance existing relationships with WEF, the Milken Institute, and McKinsey's Global Infrastructure Initiative, as well as develop a conference and event strategy aimed at engaging existing and future investment partners through new platforms. The Corporation will carefully vet these opportunities against an agreed-upon set of criteria to ensure they generate the maximum return on your investment and time.

3.6 Crisis Communications, Issues Management, and Transaction Support

As needed, the Corporation will advise and execute on messaging, media relations and media monitoring, digital and social media strategy, internal communications, customer/partner communications, and other strategic and tactical matters, related to transactions, crises, and issues management for CDPQ.

4. CDPQ Equipment (No)

5. Fees

Program Element	Activities	Start & End Dates	Fees
Communications Planning	<ul style="list-style-type: none"> Development of a six-month communications program. 	March 7, 2022 – April 7, 2022	\$15,000 One-Time Fee
Ongoing Public Relations & Social Media	<p>Media Relations & Strategic Communications Counsel</p> <ul style="list-style-type: none"> Dedicated 24/7 point of contact for all media inquiries. Ongoing identification of themes, white space and big picture ideas to seek exposure in general business, top-tier and trade publications in the US. Proactive identification of relevant and timely story ideas to raise CDPQ's profile in the US media. Ongoing US reporter relationship building. Consistent management of US media lists and tracking media interactions. Preparation of media briefing materials and spokesperson prep for US media Support the development and distribution of press releases. Media monitoring & measurement. Ongoing senior communications advice and strategic counsel related to CDPQ and market events, including work related to fund launches. <p>Proactive and reactive media engagement and development of any supporting communication material, such as leak statements.</p> <p>Content Development</p> <ul style="list-style-type: none"> Drafting of three (3) op-eds or blog posts per quarter. <p>Additional content involving video and/or creative production to be scoped separately.</p>	April 7, 2022 – September 9, 2022	\$270, 000 \$45,000 per month billed on time and materials

	Climate Strategy & Support <ul style="list-style-type: none"> Strategic counsel and guidance on best practices related to communicating commitment to ESG in the US market. <p>Separate projects to be scoped separately.</p>		
	Conferences Strategy & Support <p>Identification and management of all conference opportunities.</p>		
	Awards Strategy and Support <p>Identification and pitching of awards.</p>		
	Social Media Strategy & Support <ul style="list-style-type: none"> Development of social media content strategy. Launch of new social media channels as directed. Creation of weekly social media editorial calendar. Facilitation of social media publishing. Delivery of analytics reporting.* <p>Design of social media graphic templates to be scoped separately.</p> <p>*Analytics reporting included in the price set out at next column (for purposes of clarification, part of the estimated fee of \$270,000).</p>		
Crisis Communication, Issues Management, and Transaction Support	Advise and execute (as appropriate and as directed by CDPQ) on messaging, media relations and media monitoring, digital and social media strategy, internal communications, customer/partner communications, and other strategic and tactical matters, related to transactions, crises, and issues management for the CDPQ and/or its portfolio companies	To be confirmed	billed on time and materials
Administration Standard fee	5% of monthly fees		\$14,250
Contingency	billed on time and materials		\$15,750

TERMS

The terms in this Schedule A are subject to the Agreement, including Section 3. In case of any contradiction between these terms and the Agreement, the terms of the Agreement shall prevail.

Fee Billing. At the end of each month, Corporation shall invoice CDPQ the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Corporation's rate card ("Rate Card") as described below.

For Communication Planning, Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail for Communications Planning.

Expense Billing. Corporation shall invoice CDPQ the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Corporation will render invoices to include professional services detailed by person and expenses by category. For Communication Planning, Corporation will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. If applicable, sales tax, VAT, or other transactional taxes will be charged in addition to the budgeted amount and will appear as a separate line item at the bottom of the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Maxime Chagnon
Company Name:	CDPQ U.S. INC.,
Address:	mchagnon@cdpq.com
	invoicesUSA@cdpq.com

Company Headquarters Information:

Company Name:	CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC
Address:	1000 Place Jean-Paul-Riopelle
	Montreal, Quebec
	H2Z 2B3

FIXED FEE BILLING SCHEDULE (COMMUNICATION PLANNING)

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT \$
03/7/2022	\$15,000

RATE CARD

Profile	Standard Hourly Rate	Crisis / Special situation Hourly Rate
Administrative Assistant / Intern	\$95.00	\$130.00
Assistant Account Executive	\$185.00	\$250.00
Account Executive	\$215.00	\$275.00

Senior Account Executive	\$280.00	\$350.00
Account Supervisor	\$325.00	\$400.00
Senior Account Supervisor	\$375.00	\$450.00
Vice President	\$425.00	\$500.00
Senior Vice President	\$500.00	\$650.00
Executive Vice President / DGM	\$575.00	\$725.00
General Manager/MD	\$650.00	\$800.00
Executive	\$685.00	\$800.00

SCHEDULE B

SECURITY MEASURES

- General measures to protect Information found in electronic files:
 - a. Physical measures: control of access to the rooms where the servers are located, rooms where the cables are located, to the alarm system, etc.
 - b. Technical measures: identifiers and passwords, encryption, fire-walls, anonymization, pseudonymization, etc.
 - c. Administrative measures: security authorizations, selective access, training of personnel, non-disclosure agreements, etc.
- Specific measures to protect Information found in electronic files:
 - a. Implemented security measures that address access to electronic files;
 - b. Define the range of access privileges (reading, writing, deleting, etc.);
 - c. Manage and control remote accesses;
 - d. Manage and control the circulation of information by laptop computers (and other relevant movable devices);
 - e. Control using designed measures the security of outputs: extractions, copies, printed material; security copies, personal notes;
 - f. Encrypt in a secure manner Information in transit over the public network;
 - g. If a remote identification is required, put in place implemented authentication procedures allowing for sufficient assurance of the validity of the identity of the person to whom Information is being communicated, as defined by CDPQ;
 - h. Adopt appropriate security measures to protect the integrity of the communication of Information;
 - i. The Corporation shall take reasonable steps to ensure that all service providers acting as intermediaries in the communication of Information provide a similar level of security and provides sufficient guarantees that it will, substantially comply with the requirements of this agreement;
 - j. Impose on computer and information technology specialists (network administrators, database administrators, etc.) a limited access that is restricted to strictly necessary Information;
 - k. Log all accesses to CDPQ information and data, in order to identify, if necessary, which Corporation Representative had access to CDPQ information and data;
 - l. Perform vulnerability testing regularly, taking into account changes in technology;
 - m. The Corporation shall take reasonable steps to ensure that the Corporation have implemented designed security measures appropriate to protect the organization against internal or external cyberattacks as provided in the Agreement

Certificate Of Completion

Envelope Id: 72E3887A3D4A4507BD13386F6AA736C0

Status: Completed

Subject: Veuillez signer ce document avec DocuSign : Contract Edelman / CDPQ

Source Envelope:

Document Pages: 22

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kevin Gelly

AutoNav: Enabled

1000 place Jean-Paul-Riopelle

Enveloped Stamping: Enabled

Quebec City, QC H2Z 283

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

kgelly@cdpq.com

IP Address: 64.207.219.72

Record Tracking

Status: Original

Holder: Kevin Gelly

Location: DocuSign

3/4/2022 9:58:49 AM

kgelly@cdpq.com

Signer Events**Signature****Timestamp**

Martin Laguerre

mlaguerre@cdpq.com

Executive Vice-President and Head of Private Equity
and Capital Solutions

CDPQ

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign*Martin Laguerre*

Sent: 3/4/2022 10:04:52 AM

Viewed: 3/4/2022 10:05:59 AM

Signed: 3/4/2022 10:37:51 AM

Signature Adoption: Pre-selected Style

Using IP Address: 68.197.113.179

Maarika Paul

mpaul@cdpq.com

Chief Financial and Operations Officer
CDPQSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign*Maarika Paul*

Sent: 3/4/2022 10:37:54 AM

Viewed: 3/4/2022 1:27:21 PM

Signed: 3/4/2022 1:28:22 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 161.216.164.36

Renee Calabro

renee.calabro@edelman.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 3/4/2022 1:45:53 PM
ID: dfbcc838-1d85-4f37-b9c7-fe22392f9b5c*Renee Calabro*

Sent: 3/4/2022 1:28:25 PM

Viewed: 3/4/2022 1:45:53 PM

Signed: 3/4/2022 1:46:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 172.56.26.93

Signed using mobile

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2022 10:04:52 AM
Certified Delivered	Security Checked	3/4/2022 1:45:53 PM
Signing Complete	Security Checked	3/4/2022 1:46:04 PM
Completed	Security Checked	3/4/2022 1:46:04 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPQ (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPQ:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cfadlallah@cdpq.com

To advise CDPQ of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cfadlallah@cdpq.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPQ

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cfadlallah@cdpq.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPQ

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cfadlallah@cdpq.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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